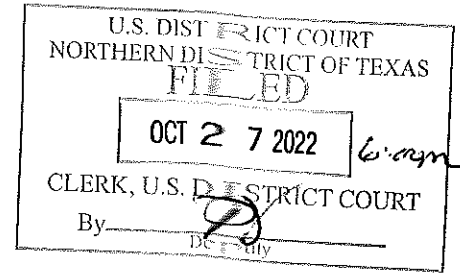


UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



BOBBY GOLDSTEIN PRODUCTIONS,)
INC.,)

Plaintiff,)

VS.)

THOMAS L. HABEEB and ATVD, LLC)
D/B/A AMERICAN TELEVISION)
DISTRIBUTION,)

Defendants.)

CIVIL ACTION NO.

3:21-CV-1924-G

COURT'S INSTRUCTIONS TO THE JURY

MEMBERS OF THE JURY:

Now that you have heard all of the evidence and the arguments of counsel, it becomes my duty to give you the instructions of the court concerning the law applicable to this case.

It is your duty as jurors to follow the law as I shall state it to you and to apply that law to the facts as you find them from the evidence in the case. You are not to single out one instruction alone as stating the law, but must consider the instructions as a whole. Neither are you to be concerned with the wisdom of any rule of law

stated by me. Regardless of any opinion you may have as to what the law is or ought to be, it would be a violation of your sworn duty to base a verdict upon any view of the law other than that given in these instructions, just as it would also be a violation of your sworn duty, as judges of the facts, to base a verdict upon anything other than the evidence in the case.

All Parties Entitled to Equal Consideration

In deciding the facts of this case, you must not be swayed by bias or prejudice or favor as to any party. Our system of law does not permit jurors to be governed by prejudice or sympathy or public opinion. Both the parties and the public expect that you will carefully and impartially consider all of the evidence in the case, follow the law as stated in these instructions, and reach a just verdict regardless of the consequences.

This case should be considered and decided by you as an action between persons of equal standing in the community, and holding the same or similar stations in life. Corporations and all other persons are equal before the law and must be treated as equals in a court of justice.

Evidence, Objections, Statements of Counsel

As stated earlier, it is your duty to determine the facts, and in so doing you must consider only the evidence I have admitted in the case. The term "evidence"

includes the sworn testimony of the witnesses, the exhibits admitted in the record, and stipulated facts. Stipulated facts must be regarded as proven facts.

During the course of the trial you heard objections to evidence. It is the duty of the lawyer on each side of a case to object when the other side offers testimony or other evidence which the lawyer believes is not properly admissible under the rules of evidence. You should not draw any inferences against a lawyer or the party he represents because of the making of an objection. When I overrule an objection and allow testimony or other evidence to be introduced over the objections of a lawyer, I am not indicating any opinion as to the weight or effect of such evidence. You should consider it as you would any other evidence. On the other hand, any evidence to which an objection was sustained, and any evidence ordered stricken by the court, must be disregarded.

Remember that any statements, objections, or arguments made by the lawyers are not evidence in the case. If a lawyer has asked a witness a question that contains an assertion of fact, you must not consider the assertion as evidence of that fact unless the witness has affirmed or adopted it by his or her answer. The lawyer's statements are not evidence. The function of the lawyers is to point out those things that are most significant or most helpful to their side of the case and, in so doing, to call your attention to certain facts or inferences that might otherwise escape your

notice. However, in the final analysis, it is your own recollection and interpretation of the evidence that controls in the case.

You are not bound by any opinion which you might think I have concerning the facts of this case, and if I have in any way said or done anything which leads you to believe that I have any opinion about the facts in this case, you are instructed to disregard it. Further, nothing in these instructions to you is made for the purpose of suggesting or conveying to you any intimation as to what verdict I think you should find.

Although you should consider only the evidence in the case, you are permitted to draw such reasonable inferences from the testimony and exhibits as you feel are justified in the light of common experience. In other words, you may make deductions and reach conclusions which reason and common sense lead you to draw from the facts established by the evidence in the case.

Direct or Circumstantial Evidence

A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by witnesses who saw the act done or heard the words spoken or by documentary evidence. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from other facts proved. Direct proof of a state of mind is almost never available and is not required to prove intent.

You should not be concerned about whether the evidence is direct or circumstantial. Circumstantial evidence, if believed, is of no less value than direct evidence. In either case, it is the burden of the plaintiff to prove, by a preponderance of the evidence, all the elements of its claims, and it is the burden of the defendants to prove, by a preponderance of the evidence, all the elements of their defenses.

Preponderance of the Evidence

In a civil action such as this, a party who asserts that certain facts exist must prove those facts by the required weight or standard of the evidence. This obligation is known as the burden of proof. In this case, the plaintiff has the burden of proof on its claims, and the defendants have the burden of proof of their affirmative defenses. The party with the burden of proof must prove every essential element of that party's claims or defenses by a "preponderance of the evidence." A preponderance of the evidence means such evidence as, when considered and compared with that opposed to it, has more convincing force and produces in your minds a belief that what is sought to be proved is more likely so than not so. In other words, to establish a claim or defense by a "preponderance of the evidence" simply means to prove that the claim or defense is more likely true than not true.

In determining whether any fact in issue has been proved by a preponderance of the evidence, you may consider the testimony of all the witnesses, regardless of who may have called them, and all the exhibits received in evidence, regardless of who

may have produced them. If the proof should fail to establish, by a preponderance of the evidence, any essential element of a claim made by the plaintiff or a defense made by the defendants, you should find for the other party on that claim or defense.

Credibility of Witnesses

Now, I have said that you must consider all of the evidence. This does not mean, however, that you must accept all of the evidence as true or accurate.

You are the sole judges of the credibility or “believability” of each witness and the weight to be given to that witness’s testimony. In weighing the testimony of a witness, you should consider the witness’s relationship to the plaintiff or to the defendants; the witness’s interest, if any, in the outcome of the case; the witness’s manner of testifying; the witness’s opportunity to observe or acquire knowledge concerning the facts about which the witness testified; the witness’s candor, fairness, and intelligence; and the extent to which the witness’s testimony has been supported or contradicted by other credible evidence. You may, in short, accept or reject the testimony of any witness, in whole or in part.

Inconsistencies or discrepancies in the testimony of a witness, or between the testimony of different witnesses, may or may not cause you to discredit such testimony. Two or more persons witnessing an incident or a transaction may see or hear it differently; and innocent misrecollection, like failure of recollection, is not an uncommon experience. In weighing the effect of a discrepancy, always consider

whether it pertains to a matter of importance or an unimportant detail, and whether the discrepancy results from innocent error or intentional falsehood.

Also, the weight of the evidence is not necessarily determined by the number of witnesses testifying as to the existence or nonexistence of any fact. You may find that the testimony of a smaller number of witnesses as to any fact is more credible than the testimony of a larger number of witnesses to the contrary. The testimony of a single witness may be sufficient to prove any fact, even if a greater number of witnesses may have testified to the contrary, if after considering all the other evidence you believe that single witness.

A witness may be discredited or “impeached” by contradictory evidence, by a showing that the witness testified falsely concerning an important matter, or by evidence that at some other time the witness said or did something, or failed to say or do something, which is inconsistent with the witness’s present testimony. If you believe that any witness has been so impeached, it is your exclusive province to give the testimony of that witness such credibility or weight, if any, as you think it deserves.

Deposition Testimony

Certain testimony has been presented to you through depositions. A deposition is the sworn, recorded answers to questions asked a witness in advance of the trial. Under some circumstances, if a witness cannot be present to testify from the witness stand, that witness' testimony may be presented, under oath, in the form of a deposition. Some time before this trial, attorneys representing the parties in this case questioned witnesses under oath. A court reporter was present and recorded the testimony. The questions and answers were presented to you during the course of the trial. Deposition testimony is entitled to the same consideration and is to be judged by you as to credibility, insofar as possible, in the same manner as if the witness had been present and had testified from the witness stand in court.

Expert Witnesses

When knowledge of technical subject matter may be helpful to the jury, a person who has special training or experience in that technical field is permitted to state his or her opinion on those technical matters. However, you are not required to accept that opinion. As with any other witness, it is up to you to decide whether to rely on it.

Nature of This Case

This is a civil action, brought by the plaintiff Bobby Goldstein Productions, Inc. ("BGP"), seeking damages and injunctive relief for alleged direct and vicarious

copyright infringement under the Copyright Act of the United States, committed by the defendants Thomas L. Habeeb (“Habeeb”) and ATVD, LLC d/b/a American Television Distribution (“ATVD”) (collectively, the “defendants”).

Contentions of the Parties

1. The Plaintiff's Contentions

Cheaters Uncensored is an “uncensored” version of the reality television show *Cheaters*, which was created and produced by BGP’s director, Robert N. Goldstein (“Goldstein”). The episodes of *Cheaters Uncensored* include content from *Cheaters* episodes. BGP is the exclusive owner of copyrights in and to the following episodes of the reality television show *Cheaters Uncensored* (the “Episodes”):

Cheaters Uncensored Episode	Copyright No.
Cheaters Uncensored CH001: <i>Naked Mayhem</i>	PA0001616530
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>	PA0001616438
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>	PA0001616444
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>	PA0001616445
Cheaters Uncensored CH005: <i>Naked Tattoos</i>	PA0001616446
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>	PA0001616447
Cheaters Uncensored CH007: <i>Sexy Serenades</i>	PA0001616448
Cheaters Uncensored CH008: <i>Sex on Call</i>	PA0001616449
Cheaters Uncensored CH009: <i>Deplorable Desires</i>	PA0001616457
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>	PA0001616403
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>	PA0001616407

Cheaters Uncensored Episode	Copyright No.
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>	PA0001616411
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>	PA0001616412
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>	PA0001616414
Cheaters Uncensored CH0015: <i>Bad Medicine</i>	PA0001616416
Cheaters Uncensored CH0016: <i>Love for Sale</i>	PA0001616418
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>	PA0001616420
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>	PA0001616422
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>	PA0001616437
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>	PA0001616440
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>	PA0001616441
Cheaters Uncensored CH0022: <i>Down and Dirty</i>	PA0001616443
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>	PA0001616460
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>	PA0001616464
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>	PA0001616466
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>	PA0001616467

Based on the defendants' prior business dealings with BGP, the defendants knew, or should have known, since at least January 2006, that episodes of *Cheaters Uncensored* were copyrighted works of BGP. Notwithstanding, without permission or license from BGP, the defendants uploaded and posted the following video trailers based on episodes of *Cheaters Uncensored* to the video sharing platforms, YouTube and Dailymotion, which were previously available via the following links (the "Trailers"):

YouTube Trailers
https://www.youtube.com/watch?v=ToQzUN3wDzU
https://www.youtube.com/watch?v=5l0QJzc7evc
https://www.youtube.com/watch?v=J7 - gloNDM
https://www.youtube.com/watch?v=LHQ9xRNsvC8
https://www.youtube.com/watch?v=ILr4XbDBH3U
https://www.youtube.com/watch?v=LGU-3as73Do
https://www.youtube.com/watch?v=MVRuSvGMqFs
https://www.youtube.com/watch?v=NVSINpcg-gl
https://www.youtube.com/watch?v=AFdTwkM2Dmg
https://www.youtube.com/watch?v=NLpxTA-2Tnk
https://www.youtube.com/watch?v=yyPH4cvVxDc
https://www.youtube.com/watch?v=VwjDrdONcVo
https://www.youtube.com/watch?v=NdvSx_V02c8
https://www.youtube.com/watch?v=fX0mLNY8VMY
https://www.youtube.com/watch?v=XKqh-iLhGNM
https://www.youtube.com/watch?v=DnuKktqg64l
https://www.youtube.com/watch?v=WKEVisU7eMk
https://www.youtube.com/watch?v=rtSzRGOVcCo
http://www.youtube.com/watch?v=eUjtsJKD_4

Dailymotion Trailers
https://www.dailymotion.com/video/x2acg
https://www.dailymotion.com/video/x2ad2

BGP contends that the defendants uploaded and posted the Trailers with the intent and purpose of enabling, encouraging, and causing members of the public to

view the Trailers and that, as a direct result of the defendants' uploading and posting of the Trailers to YouTube and Dailymotion, members of the public actually viewed and/or downloaded the Trailers, resulting in an unauthorized reproduction, public performance, and/or public display of copyrighted portions of the Episodes. BGP contends that the defendants profited from their uploading and posting of the Trailers on YouTube and Dailymotion. BGP contends that the defendants are liable for direct and vicarious copyright infringement.

2. The Defendants' Contentions

The defendants contend that Habeeb was provided the license to use the material in the promotion of *Cheaters Uncensored* episodes pursuant to a settlement agreement entered into between Goldstein and Habeeb. The defendants were granted the right to market the uncensored episodes of *Cheaters*. The defendants entered into an arrangement whereby ATVD would create uncensored episodes of *Cheaters* for broadcast on pay-per-view channels. The defendants brokered a deal whereby BGP and ATVD would split the profits from the purchase of the uncensored episodes of *Cheaters* on the pay-per-view channel, iN DEMAND. As a result of the iN DEMAND deal, ATVD created trailers at the request of BGP to market the uncensored episodes of *Cheaters* available for purchase on iN DEMAND. As part of this marketing, ATVD posted 19 of the trailers on its YouTube channel and 2 trailers on its Dailymotion channel. The trailers promoted the iN DEMAND airings.

Additionally, the defendants contend that BGP waived its right to copyright protection in its copyrighted episodes. The defendants also contend that BGP authorized and consented to the use of the materials on the internet. Further, the defendants' conduct was innocent, non-infringing, and not willful infringement of copyright. The defendants are also of the position that BGP has not suffered any losses as the result of the complained of acts.

Stipulated Facts

The parties have agreed, or stipulated, to the following facts. This means that both sides agree that the facts below are true. You must therefore treat these facts as having been proved.

1. BGP is a Texas corporation with its principal place of business at 4516 Lovers Lane, Suite 104, Dallas, Texas 75225.
2. Habeeb is an individual residing in Texas.
3. ATVD is a Texas limited liability company having a principal place of business at 211 North Ervay Street, 5th Floor, Dallas, Texas 75201.
4. Habeeb is the president and managing member of ATVD.
5. On January 29, 2016, ATVD's corporate privileges were forfeited by the Texas Secretary of State for failure to file a franchise tax report and/or pay franchise taxes.
6. ATVD's corporate privileges were not revived by the Texas Secretary of State before BGP filed this lawsuit.
7. A business dispute over the ownership of the reality television show *Cheaters* arose back in the early 2000s between Goldstein and Habeeb.

8. Habeeb and Goldstein entered into a settlement agreement on October 3, 2005, which gave Habeeb the right to secure commercially reasonable contracts for pay-per-view channels to broadcast an uncensored version of the television show *Cheaters* on television (the “October 2005 Settlement Agreement”). The parties agreed that any profits from such contracts would be divided as follows: “Fifty percent of the profits if that kind of contract is achieved will be paid or received by Mr. Habeeb and 50 percent of the profits of that kind of contract if one is achieved will go to the [Mr. Goldstein].” Goldstein’s counsel noted that “we’re not making an assignment of any copyright interest or intellectual property interest. . . . This is a contractual arrangement.”

9. In January 2006, Habeeb and Goldstein entered into a Supplement to the October 2005 Settlement Agreement (the “Supplemental Agreement”), which stated in part: “Habeeb shall be the exclusive agent of [Mr. Goldstein] in negotiating and marketing of an uncensored version of the television show ‘Cheaters’ (hereinafter ‘Cheaters Uncensored’). Specifically, Habeeb shall have the exclusive right to approach potential pay-per-view and premium channel outlets and negotiate the terms of any agreement to broadcast Cheaters Uncensored.” As part of the Supplemental Agreement, Habeeb “agree[d] and reaffirm[ed] that Goldstein is the owner of all copyright in any and all footage of Cheaters that will be the basis for Cheaters Uncensored and will own the copyright in all episodes of Cheaters Uncensored.” The Supplemental Agreement allowed Habeeb to assign his rights under the Supplemental Agreement to ATVD.

10. BGP applied for and secured the exclusive rights and privileges in and to the copyrights of the Episodes, which are registered with the U.S. Copyright Office.

11. Not long after the Supplemental Agreement between Goldstein and Habeeb, Habeeb brokered a deal with the pay-per-view broadcast channel iN DEMAND L.L.C. (“iN DEMAND”) for the broadcast of the uncensored episodes of *Cheaters*.

12. BGP entered into a License Agreement with iN DEMAND, which gave iN DEMAND the right to broadcast *Cheaters Uncensored* episodes on pay-per-view television channels (the “iN DEMAND License Agreement”).

13. ATVD created the Trailers.

14. YouTube is an online video-sharing platform operated by YouTube LLC (“YouTube”), which is a wholly owned subsidiary of Google LLC (“Google”).

15. ATVD created, operated, and controlled a YouTube account under the username “americantvd.”

16. Someone at ATVD authorized the posting of the Trailers on ATVD’s YouTube account and posted the Trailers on ATVD’s YouTube account.

17. Dailymotion is an online video-sharing platform operated by Dailymotion Inc. (“Dailymotion”), which is a wholly owned subsidiary of Vivendi SE.

18. ATVD created, operated, and controlled a Dailymotion account under the username “American Television Distribution.”

19. Someone at ATVD authorized the posting of the Trailers on ATVD’s Dailymotion account and posted the Trailers on ATVD’s Dailymotion account.

20. ATVD posted the Trailers on YouTube and Dailymotion to promote the availability of *Cheaters Uncensored* on iN DEMAND.

21. The Trailer available at <https://www.youtube.com/watch?v=ToQzUN3wDzU> included scenes from Episodes CH003 and CH004.

22. According to YouTube’s statistics, the Trailer available at <https://www.youtube.com/watch?v=ToQzUN3wDzU> was viewed over 74,000 times.

23. The Trailer available at <https://www.youtube.com/watch?v=5l0QJzc7evc> included scenes from Episodes CH0021 and CH0022.

24. According to YouTube’s statistics, the Trailer available at <https://www.youtube.com/watch?v=5l0QJzc7evc> was viewed over 69,000 times.

25. The Trailer available at https://www.youtube.com/watch?v=J7_-_gloNDM included scenes from Episodes CH0019 and CH0020.

26. According to YouTube’s statistics, the Trailer available at https://www.youtube.com/watch?v=J7_-_gloNDM was viewed over 142,000 times.

27. The Trailer available at <https://www.youtube.com/watch?v=LHQ9xRNsvC8> included scenes from Episodes CH0017 and CH0018.

28. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=LHQ9xRNsvC8> was viewed over 85,000 times.

29. The Trailer available at <https://www.youtube.com/watch?v=ILr4XbDBH3U> included scenes from Episodes CH0015 and CH0016.

30. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=ILr4XbDBH3U> was viewed over 417,000 times.

31. The Trailer available at <https://www.youtube.com/watch?v=LGu-3as73Do> included scenes from Episodes CH0013 and CH0014.

32. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=LGu-3as73Do> was viewed over 50,000 times.

33. The Trailer available at <https://www.youtube.com/watch?v=MVRuSvGMqFs> included scenes from Episodes CH009 and CH0010.

34. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=MVRuSvGMqFs> was viewed over 286,000 times.

35. The Trailer available at <https://www.youtube.com/watch?v=NVSINpcg-gI> included scenes from Episodes CH0023 and CH0024.

36. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=NVSINpcg-gI> was viewed over 44,000 times.

37. The Trailer available at <https://www.youtube.com/watch?v=AFdTwkM2Dmg> included scenes from Episodes CH007 and CH008.

38. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=AFdTwkM2Dmg> was viewed over 87,000 times.

39. The Trailer available at <https://www.youtube.com/watch?v=NLpxTA-2Tnk> included scenes from Episodes CH0011 and CH0012, and according to YouTube's statistics was viewed over 19,000 times.

40. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=NLpxTA-2Tnk> was viewed over 19,000 times.

41. The Trailer available at <https://www.youtube.com/watch?v=yypH4cvVxDc> included scenes from Episodes CH007 and CH008, and according to YouTube's statistics was viewed over 24,000 times.

42. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=yypH4cvVxDc> was viewed over 24,000 times.

43. The Trailer available at <https://www.youtube.com/watch?v=VwjDrdONcVo> included scenes from Episodes CH003 and CH004.

44. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=VwjDrdONcVo> was viewed over 29,000 times.

45. The Trailer available at https://www.youtube.com/watch?v=NdvSx_V02c8 included scenes from Episodes CH005 and CH006.

46. According to YouTube's statistics, the Trailer available at https://www.youtube.com/watch?v=NdvSx_V02c8 was viewed over 12,000 times.

47. The Trailer available at <https://www.youtube.com/watch?v=fX0mLNY8VMY> included scenes from Episodes CH005 and CH006.

48. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=fX0mLNY8VMY> was viewed over 329,000 times.

49. The Trailer available at <https://www.youtube.com/watch?v=XKqh-iLhGNM> included scenes from Episodes CH001 and CH002.

50. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=XKqh-iLhGNM> was viewed over 76,000 times.

51. The Trailer available at <https://www.youtube.com/watch?v=DnuKktqg64I> included scenes from Episodes CH003 and CH004.

52. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=DnuKktqg64I> was viewed over 212,000 times.

53. The Trailer available at <https://www.youtube.com/watch?v=WKEVisU7eMk> included scenes from Episodes CH001 and CH002.

54. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=WKEVisU7eMk> was viewed over 151,000 times.

55. The Trailer available at <https://www.youtube.com/watch?v=rtSzRGOVcCo> included scenes from Episodes CH001 and CH002.

56. According to YouTube's statistics, the Trailer available at <https://www.youtube.com/watch?v=rtSzRGOVcCo> was viewed over 134,000 times.

57. The Trailer available at http://www.youtube.com/watch?v=eIUjtsJKD_4 included scenes from Episodes CH0025 and CH0026.

58. According to YouTube's statistics, the Trailer available at http://www.youtube.com/watch?v=eIUjtsJKD_4 was viewed over 156,000 times.

59. The Trailer available at <https://www.dailymotion.com/video/x2acg> included scenes from Episodes CH001 and CH002, and according to Dailymotion's statistics was viewed over 226,000 times.

60. According to Dailymotion's statistics, the Trailer available at <https://www.dailymotion.com/video/x2acg> was viewed over 226,000 times.

61. The Trailer available at <https://www.dailymotion.com/video/x2ad2> included scenes from Episodes CH003 and CH004.

62. According to Dailymotion's statistics, the Trailer available at <https://www.dailymotion.com/video/x2ad2> was viewed over 51,000 times.

63. ATVD did not post complete versions of the Episodes to ATVD's YouTube and Dailymotion accounts.

64. Habeeb, individually, did not post any uncensored *Cheaters* trailers or episodes on the internet.

65. On April 21, 2021, counsel for BGP sent a cease-and-desist letter to the defendants, demanding that the defendants remove the Trailers from YouTube and Dailymotion.

66. Following receipt of BGP's cease-and-desist letter, ATVD asked YouTube and Dailymotion to remove the Trailers.

67. The Trailers were available on YouTube from 2006-2008 until approximately May 12, 2021.

68. The Trailers were available on Dailymotion from 2006 until approximately July 5, 2021.

Jury Deliberations

It is your sworn duty as jurors to discuss the case with one another in an effort to reach agreement if you can do so. Each of you must decide the case for yourself, but only after full consideration of the evidence with the other members of the jury. While you are discussing the case, do not hesitate to re-examine your own opinion and change your mind if you become convinced that you are wrong. However, do not give up your honest beliefs solely because the others think differently, or merely to finish the case.

Remember that in a very real way, you are judges – judges of the facts. Your only interest is to seek the truth from the evidence in the case.

As soon as I finish giving these instructions, you will retire to the jury room. In a few minutes, I will send to you the original of this charge and the exhibits that have been admitted into evidence. Do not begin your deliberations until you have received these materials. After you receive these materials from the court, you should select one of your number to act as your foreperson. He or she will preside over your deliberations and will be your spokesperson here in court.

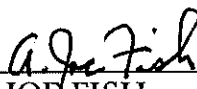
During your deliberations you will set your own work schedule, deciding for yourselves when and how frequently you wish to recess and for how long. If during your deliberations you wish to communicate with the court, your message or question must be written down and signed by your foreperson. Pass the note to the court security officer, who will bring it to me. I will then respond as promptly as possible, either in writing or by having you returned to the courtroom so that I can address you orally. I caution you, however, that any note you might send must never state or specify your numerical division at that time.

A verdict form has been prepared for your convenience. Answer each question from the facts as you find them. Any verdict must represent the considered judgment of each juror. In order to return a verdict, it is necessary that each juror agree thereto. In other words, your verdict must be unanimous.

When you have reached unanimous agreement as to your verdict, have your foreperson fill in the verdict form according to the applicable instructions, date and sign it, and contact the court security officer. Keep the verdict form and do not reveal your verdict until you are instructed to do so by the court.

SO ORDERED.

October 27, 2022.



A. JOE FISH
Senior United States District Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

BOBBY GOLDSTEIN PRODUCTIONS,)	
INC.,)	
)	
Plaintiff,)	
)	
VS.)	CIVIL ACTION NO.
)	
THOMAS L. HABEEB and ATVD, LLC)	3:21-CV-1924-G
D/B/A AMERICAN TELEVISION)	
DISTRIBUTION,)	
)	
Defendants.)	

VERDICT

This verdict form contains a series of questions together with related instructions and definitions.

Consider Damages Only If Necessary

If BGP has proven its claim against the defendants by a preponderance of the evidence, you must determine the damages to which BGP is entitled. You should not interpret the fact that I am giving instructions about BGP's damages as any indication that I believe that BGP should, or should not, win this case. It is your task first to decide whether the defendants are liable. I am instructing you on damages only so that you will have guidance in the event you decide that the defendants are liable, and that BGP is entitled to recover money from the defendants.

Direct Copyright Infringement

BGP claims that ATVD directly infringed its copyrights in various episodes of the reality television show *Cheaters Uncensored* by posting videos on YouTube and Dailymotion that include portions of *Cheaters Uncensored* episodes CH001-CH0026. The defendants do not dispute that BGP has met its burden of proof with respect to the elements required for showing direct infringement by ATVD, including that BGP owns valid copyrights to *Cheaters Uncensored* episodes CH001-CH0026, that ATVD copied constituent elements of those episodes by posting videos to its YouTube and Dailymotion accounts, that there is substantial similarity between the YouTube and Dailymotion videos and those copyrighted episodes, and that the constituent elements of those episodes were copied into the videos by ATVD.

As such, the parties agree that ATVD has committed direct copyright infringement, unless the defendants establish that one of their affirmative defenses to BGP's claims applies.

Vicarious Copyright Infringement

BGP also asserts a claim of vicarious copyright infringement, specifically that Habeeb committed vicarious copyright infringement through ATVD's direct copyright infringement. To find that Habeeb has committed vicarious infringement, you must first find that ATVD has committed direct copyright infringement. Habeeb would be liable for vicarious copyright infringement if you then find that he profited from ATVD's direct infringement while declining to exercise his right and ability to stop or limit the infringement. Under the doctrine of vicarious infringement, a party is responsible for the direct infringer's acts if the party controlled, or had the right and ability to control, the direct infringer's actions.

Thus, to find that Habeeb committed vicarious copyright infringement, you must determine that:

1. He had the right and ability to control ATVD's infringing actions;
2. He controlled the actions or failed to exercise his right and ability to prevent the infringement; and
3. He directly profited from ATVD's infringement.

QUESTION NO. 1:

Do you find that Habeeb had the right and ability to control ATVD's direct copyright infringing actions?

INSTRUCTION: Answer "Yes" or "No" for each episode. Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO
Cheaters Uncensored CH001: <i>Naked Mayhem</i>	✓	
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>	✓	
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>	✓	
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>	✓	
Cheaters Uncensored CH005: <i>Naked Tattoos</i>	✓	
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>	✓	
Cheaters Uncensored CH007: <i>Sexy Serenades</i>	✓	
Cheaters Uncensored CH008: <i>Sex on Call</i>	✓	
Cheaters Uncensored CH009: <i>Deplorable Desires</i>	✓	
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>	✓	
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>	✓	
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>	✓	
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>	✓	
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>	✓	
Cheaters Uncensored CH0015: <i>Bad Medicine</i>	✓	
Cheaters Uncensored CH0016: <i>Love for Sale</i>	✓	
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>	✓	
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>	✓	

Cheaters Uncensored Episode	YES	NO
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>	✓	
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>	✓	
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>	✓	
Cheaters Uncensored CH0022: <i>Down and Dirty</i>	✓	
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>	✓	
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>	✓	
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>	✓	
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>	✓	

If you answered "Yes" for any episode in Question No. 1, continue to Question No. 2 on page 6. If you answered "No" for all episodes in Question No. 1, proceed to the "Express License Defense" section on page 12.

QUESTION NO. 2:

Do you find that Habeeb controlled the actions or failed to exercise his right and ability to prevent ATVD's infringement?

INSTRUCTION: Answer "Yes" or "No" for each episode only if you answered "Yes" for the same episode in Question No. 1. Otherwise, answer "N/A." Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH001: <i>Naked Mayhem</i>	✓		
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>	✓		
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>	✓		
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>	✓		
Cheaters Uncensored CH005: <i>Naked Tattoos</i>	✓		
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>	✓		
Cheaters Uncensored CH007: <i>Sexy Serenades</i>	✓		
Cheaters Uncensored CH008: <i>Sex on Call</i>	✓		
Cheaters Uncensored CH009: <i>Deplorable Desires</i>	✓		
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>	✓		
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>	✓		
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>	✓		
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>	✓		
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>	✓		
Cheaters Uncensored CH0015: <i>Bad Medicine</i>	✓		
Cheaters Uncensored CH0016: <i>Love for Sale</i>	✓		
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>	✓		

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>	✓		
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>	✓		
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>	✓		
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>	✓		
Cheaters Uncensored CH0022: <i>Down and Dirty</i>	✓		
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>	✓		
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>	✓		
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>	✓		
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>	✓		

If you answered "Yes" for any episode in Question No. 2, continue to Question No. 3 on page 8. If you answered "No" or "N/A" for all episodes in Question No. 2, proceed to the "Express License Defense" section on page 12.

QUESTION NO. 3:

Do you find that Habeeb directly profited from ATVD's direct copyright infringement?

INSTRUCTION: Answer "Yes" or "No" for each episode only if you answered "Yes" for the same episode in Question No. 2. Otherwise, answer "N/A." Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH001: <i>Naked Mayhem</i>		✓	
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>		✓	
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>		✓	
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>		✓	
Cheaters Uncensored CH005: <i>Naked Tattoos</i>		✓	
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>		✓	
Cheaters Uncensored CH007: <i>Sexy Serenades</i>		✓	
Cheaters Uncensored CH008: <i>Sex on Call</i>		✓	
Cheaters Uncensored CH009: <i>Deplorable Desires</i>		✓	
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>		✓	
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>		✓	
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>		✓	
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>		✓	
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>		✓	
Cheaters Uncensored CH0015: <i>Bad Medicine</i>		✓	
Cheaters Uncensored CH0016: <i>Love for Sale</i>		✓	
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>		✓	

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>		✓	
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>		✓	
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>		✓	
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>		✓	
Cheaters Uncensored CH0022: <i>Down and Dirty</i>		✓	
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>		✓	
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>		✓	
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>		✓	
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>		✓	

If you answered "Yes" for any episode in Question No. 3, continue to Question No. 4 on page 10. If you answered "No" or "N/A" for all episodes in Question No. 3, proceed to the "Express License Defense" section on page 12.

QUESTION NO. 4:

Do you find that Habeeb committed vicarious copyright infringement because he is liable for ATVD's direct copyright infringement of BGP's copyrights in one or more of the following episodes?

INSTRUCTION: Answer "Yes" or "No" for each episode only if you answered "Yes" for the same episode in Question No. 3. Otherwise, answer "N/A." Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH001: <i>Naked Mayhem</i>			
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>			
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>			
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>			
Cheaters Uncensored CH005: <i>Naked Tattoos</i>			
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>			
Cheaters Uncensored CH007: <i>Sexy Serenades</i>			
Cheaters Uncensored CH008: <i>Sex on Call</i>			
Cheaters Uncensored CH009: <i>Deplorable Desires</i>			
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>			
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>			
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>			
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>			
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>			
Cheaters Uncensored CH0015: <i>Bad Medicine</i>			
Cheaters Uncensored CH0016: <i>Love for Sale</i>			

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>			
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>			
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>			
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>			
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>			
Cheaters Uncensored CH0022: <i>Down and Dirty</i>			
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>			
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>			
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>			
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>			

Proceed to the “Express License Defense” section on page 12.

Express License Defense

The defendants contend that they are not liable for any form of copyright infringement because BGP granted the defendants an express license in BGP's copyrighted episodes. BGP cannot claim copyright infringement against the defendants, even if they copied, distributed, or used a copyrighted episode, if BGP granted the defendants an express license to copy, distribute, or use the episode.

In order to show the existence of an express license, the defendants have the burden of proving that they received an express license to copy, distribute, or use BGP's copyrighted episodes. An express license can be exclusive or nonexclusive. An exclusive copyright license must be in writing. While a nonexclusive copyright license does not require a written agreement, the terms of any nonexclusive copyright license must be explicitly set out by the parties. In interpreting a license, like any other contract, the specific terms control over the general terms. If the defendants prove that BGP granted the defendants an express license to use BGP's copyrighted episodes, the burden shifts to BGP to show that the defendants' copying, distribution, or use of BGP's copyrighted episodes on YouTube and/or Dailymotion exceeded the scope of the license.

If you find that the defendants have proved that BGP granted them an express license to distribute or use the copyrighted episodes, your verdict should be for the defendants on BGP's copyright claims, unless BGP proves that the defendants'

distribution or use of BGP's copyrighted episodes on YouTube and/or Dailymotion exceeded the scope of the license. If BGP proves this, your verdict must be for BGP.

QUESTION NO. 5:

Do you find that BGP granted the defendants, in writing, an express and exclusive copyright license to copy, distribute, or use BGP's copyrighted episodes that are at issue in this trial?

INSTRUCTION: Answer "Yes" or "No" for each episode. Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO
Cheaters Uncensored CH001: <i>Naked Mayhem</i>		✓
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>		✓
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>		✓
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>		✓
Cheaters Uncensored CH005: <i>Naked Tattoos</i>		✓
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>		✓
Cheaters Uncensored CH007: <i>Sexy Serenades</i>		✓
Cheaters Uncensored CH008: <i>Sex on Call</i>		✓
Cheaters Uncensored CH009: <i>Deplorable Desires</i>		✓
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>		✓
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>		✓
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>		✓
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>		✓
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>		✓
Cheaters Uncensored CH0015: <i>Bad Medicine</i>		✓
Cheaters Uncensored CH0016: <i>Love for Sale</i>		✓
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>		✓

Cheaters Uncensored Episode	YES	NO
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>		✓
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>		✓
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>		✓
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>		✓
Cheaters Uncensored CH0022: <i>Down and Dirty</i>		✓
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>		✓
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>		✓
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>		✓
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>		✓

If you answered "Yes" for any episode in Question No. 5, continue to Question No. 6 on page 16. If you answered "No" for all episodes in Question No. 5, proceed to Question No. 7 on page 18.

QUESTION NO. 6:

Did the defendants exceed the scope of the express and exclusive license agreement with BGP by copying, distributing, or using the copyrighted episodes on YouTube and/or Dailymotion?

INSTRUCTION: Answer “Yes” or “No” for an episode only if you answered “Yes” for the same episode in Question No. 5. Otherwise, answer “N/A.” Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH001: <i>Naked Mayhem</i>			
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>			
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>			
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>			
Cheaters Uncensored CH005: <i>Naked Tattoos</i>			
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>			
Cheaters Uncensored CH007: <i>Sexy Serenades</i>			
Cheaters Uncensored CH008: <i>Sex on Call</i>			
Cheaters Uncensored CH009: <i>Deplorable Desires</i>			
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>			
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>			
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>			
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>			
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>			
Cheaters Uncensored CH0015: <i>Bad Medicine</i>			
Cheaters Uncensored CH0016: <i>Love for Sale</i>			

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>			
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>			
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>			
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>			
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>			
Cheaters Uncensored CH0022: <i>Down and Dirty</i>			
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>			
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>			
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>			
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>			

If you answered “No” for all episodes in Question No. 6, do not proceed to any additional questions. Instead, proceed to page 49 (last page) and have the foreperson sign at the bottom of the page. After the foreperson signs, you have completed the verdict form and need not answer any additional questions.

If you answered “Yes” or “N/A” for any episode in Question No. 6, proceed to Question No. 7 on page 18.

QUESTION NO. 7:

Do you find that BGP granted the defendants, whether in writing or not, an express and nonexclusive copyright license to copy, distribute, or use BGP's copyrighted episodes that are at issue in this trial?

INSTRUCTION: Answer "Yes" or "No" for each episode. Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO
Cheaters Uncensored CH001: <i>Naked Mayhem</i>		✓
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>		✓
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>		✓
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>		✓
Cheaters Uncensored CH005: <i>Naked Tattoos</i>		✓
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>		✓
Cheaters Uncensored CH007: <i>Sexy Serenades</i>		✓
Cheaters Uncensored CH008: <i>Sex on Call</i>		✓
Cheaters Uncensored CH009: <i>Deplorable Desires</i>		✓
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>		✓
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>		✓
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>		✓
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>		✓
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>		✓
Cheaters Uncensored CH0015: <i>Bad Medicine</i>		✓
Cheaters Uncensored CH0016: <i>Love for Sale</i>		✓
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>		✓

Cheaters Uncensored Episode	YES	NO
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>		✓
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>		✓
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>		✓
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>		✓
Cheaters Uncensored CH0022: <i>Down and Dirty</i>		✓
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>		✓
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>		✓
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>		✓
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>		✓

If you answered "Yes" for any episode in Question No. 7, continue to Question No. 8 on page 20. If you answered "No" for all episodes in Question No. 7, proceed to the "Implied License Defense" section on page 22.

QUESTION NO. 8:

Did the defendants exceed the scope of the express and nonexclusive license agreement with BGP by copying, distributing, or using the copyrighted episodes on YouTube and/or Dailymotion?

INSTRUCTION: Answer “Yes” or “No” for an episode only if you answered “Yes” for the same episode in Question No. 7. Otherwise, answer “N/A.” Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH001: <i>Naked Mayhem</i>			
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>			
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>			
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>			
Cheaters Uncensored CH005: <i>Naked Tattoos</i>			
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>			
Cheaters Uncensored CH007: <i>Sexy Serenades</i>			
Cheaters Uncensored CH008: <i>Sex on Call</i>			
Cheaters Uncensored CH009: <i>Deplorable Desires</i>			
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>			
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>			
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>			
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>			
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>			
Cheaters Uncensored CH0015: <i>Bad Medicine</i>			
Cheaters Uncensored CH0016: <i>Love for Sale</i>			

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>			
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>			
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>			
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>			
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>			
Cheaters Uncensored CH0022: <i>Down and Dirty</i>			
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>			
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>			
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>			
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>			

If you answered “No” for all episodes in Question No. 8, do not proceed to any additional questions. Instead, proceed to page 49 (last page) and have the foreperson sign at the bottom of the page. After the foreperson signs, you have completed the verdict form and need not answer any additional questions.

If you answered “Yes” or “N/A” for any episode in Question No. 8, proceed to the “Implied License Defense” section on page 22.

Implied License Defense

The defendants argue that they are not liable for any of BGP's copyright infringement claims because BGP granted them an implied license in BGP's copyrighted episodes. A license can be implied from conduct. BGP cannot claim copyright infringement against the defendants, even if they copied, distributed, or used its copyrighted episodes, if BGP granted the defendants an implied license to copy, distribute, or use the episodes on YouTube and/or Dailymotion.

To establish this defense, the defendants must prove each of the following by a preponderance of the evidence:

1. That BGP created the episodes involved in this case, or caused them to be created, at the defendants' request or the request of someone acting on the defendants' behalf;
2. That BGP delivered the episodes involved in this case, or caused them to be delivered, to the defendants or someone acting on the defendants' behalf;
3. That BGP intended that the defendants publicly display parts of the copyrighted episodes. BGP's intent may be inferred from the episodes' nature or the circumstances surrounding the episodes' creation; and
4. The defendants' use was within the scope of their implied license.

If you find that the defendants have proved these elements, your verdict must be for the defendants on BGP's copyright infringement claims. If you find that the

defendants exceeded the scope of the implied license, you should find in favor of BGP on its copyright infringement claims, unless one of the defendants' other defenses applies.

QUESTION NO. 9:

Did BGP create the copyrighted episodes at issue, or cause them to be created, at the defendants' request or the request of someone acting on the defendants' behalf?

INSTRUCTION: Answer "Yes" or "No" for each episode. Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO
Cheaters Uncensored CH001: <i>Naked Mayhem</i>	✓	
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>	✓	
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>	✓	
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>	✓	
Cheaters Uncensored CH005: <i>Naked Tattoos</i>	✓	
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>	✓	
Cheaters Uncensored CH007: <i>Sexy Serenades</i>	✓	
Cheaters Uncensored CH008: <i>Sex on Call</i>	✓	
Cheaters Uncensored CH009: <i>Deplorable Desires</i>	✓	
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>	✓	
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>	✓	
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>	✓	
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>	✓	
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>	✓	
Cheaters Uncensored CH0015: <i>Bad Medicine</i>	✓	
Cheaters Uncensored CH0016: <i>Love for Sale</i>	✓	
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>	✓	

Cheaters Uncensored Episode	YES	NO
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>	✓	
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>	✓	
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>	✓	
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>	✓	
Cheaters Uncensored CH0022: <i>Down and Dirty</i>	✓	
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>	✓	
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>	✓	
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>	✓	
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>	✓	

If you answered "Yes" for any episode in Question No. 9, proceed to Question No. 10 on page 26. If you answered "No" for all episodes in Question No. 9, proceed to the "Waiver Defense" section on page 34.

QUESTION NO. 10:

Did BGP deliver the copyrighted episodes at issue, or cause them to be delivered, to the defendants or someone acting on the defendants' behalf?

INSTRUCTION: Answer "Yes" or "No" for an episode only if you answered "Yes" for the same episode in Question No. 9. Otherwise, answer "N/A." Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH001: <i>Naked Mayhem</i>	✓		
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>	✓		
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>	✓		
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>	✓		
Cheaters Uncensored CH005: <i>Naked Tattoos</i>	✓		
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>	✓		
Cheaters Uncensored CH007: <i>Sexy Serenades</i>	✓		
Cheaters Uncensored CH008: <i>Sex on Call</i>	✓		
Cheaters Uncensored CH009: <i>Deplorable Desires</i>	✓		
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>	✓		
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>	✓		
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>	✓		
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>	✓		
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>	✓		
Cheaters Uncensored CH0015: <i>Bad Medicine</i>	✓		
Cheaters Uncensored CH0016: <i>Love for Sale</i>	✓		

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>	✓		
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>	✓		
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>	✓		
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>	✓		
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>	✓		
Cheaters Uncensored CH0022: <i>Down and Dirty</i>	✓		
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>	✓		
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>	✓		
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>	✓		
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>	✓		

If you answered "Yes" for any episode in Question No. 10, continue to Question No. 11 on page 28. If you answered "No" or "N/A" for all episodes in Question No. 10, proceed to the "Waiver Defense" section on page 34.

QUESTION NO. 11:

Did BGP intend that the defendants publicly display parts of its copyrighted episodes on YouTube and/or Dailymotion?

INSTRUCTION: Answer "Yes" or "No" for an episode only if you answered "Yes" for the same episode in Question No. 10. Otherwise, answer "N/A." Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH001: <i>Naked Mayhem</i>		✓	
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>		✓	
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>		✓	
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>		✓	
Cheaters Uncensored CH005: <i>Naked Tattoos</i>		✓	
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>		✓	
Cheaters Uncensored CH007: <i>Sexy Serenades</i>		✓	
Cheaters Uncensored CH008: <i>Sex on Call</i>		✓	
Cheaters Uncensored CH009: <i>Deplorable Desires</i>		✓	
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>		✓	
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>		✓	
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>		✓	
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>		✓	
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>		✓	
Cheaters Uncensored CH0015: <i>Bad Medicine</i>		✓	
Cheaters Uncensored CH0016: <i>Love for Sale</i>		✓	
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>		✓	

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>		✓	
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>		✓	
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>		✓	
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>		✓	
Cheaters Uncensored CH0022: <i>Down and Dirty</i>		✓	
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>		✓	
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>		✓	
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>		✓	
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>		✓	

If you answered "Yes" for any episode in Question No. 11, continue to Question No. 12 on page 30. If you answered "No" or "N/A" for all episodes in Question No. 11, proceed to the "Waiver Defense" section on page 34.

QUESTION NO. 12:

Was the defendants' use of the copyrighted episodes on YouTube and/or

Dailymotion within the scope of the implied license?

INSTRUCTION: Answer "Yes" or "No" for an episode only if you answered "Yes" for the same episode in Question No. 11. Otherwise, answer "N/A." Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH001: <i>Naked Mayhem</i>			
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>			
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>			
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>			
Cheaters Uncensored CH005: <i>Naked Tattoos</i>			
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>			
Cheaters Uncensored CH007: <i>Sexy Serenades</i>			
Cheaters Uncensored CH008: <i>Sex on Call</i>			
Cheaters Uncensored CH009: <i>Deplorable Desires</i>			
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>			
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>			
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>			
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>			
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>			
Cheaters Uncensored CH0015: <i>Bad Medicine</i>			
Cheaters Uncensored CH0016: <i>Love for Sale</i>			
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>			

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>			
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>			
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>			
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>			
Cheaters Uncensored CH0022: <i>Down and Dirty</i>			
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>			
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>			
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>			
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>			

If you answered “Yes” for any episode in Question No. 12, continue to Question No. 13 on page 32. If you answered “No” or “N/A” for all episodes in Question No. 12, proceed to the “Waiver Defense” section on page 34.

QUESTION NO. 13:

Do you find that the defendants had an implied license to use BGP's copyrighted episodes on YouTube and/or Dailymotion?

INSTRUCTION: Answer "Yes" or "No" for an episode only if you answered "Yes" for the same episode in Question No. 12. Otherwise, answer "N/A." Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH001: <i>Naked Mayhem</i>			
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>			
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>			
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>			
Cheaters Uncensored CH005: <i>Naked Tattoos</i>			
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>			
Cheaters Uncensored CH007: <i>Sexy Serenades</i>			
Cheaters Uncensored CH008: <i>Sex on Call</i>			
Cheaters Uncensored CH009: <i>Deplorable Desires</i>			
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>			
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>			
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>			
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>			
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>			
Cheaters Uncensored CH0015: <i>Bad Medicine</i>			
Cheaters Uncensored CH0016: <i>Love for Sale</i>			
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>			

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>			
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>			
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>			
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>			
Cheaters Uncensored CH0022: <i>Down and Dirty</i>			
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>			
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>			
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>			
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>			

If you answered “Yes” for all episodes in Question No. 13, do not proceed to any additional questions. Instead, proceed to page 49 (last page) and have the foreperson sign at the bottom of the page. After the foreperson signs, you have completed the verdict form and need not answer any additional questions.

If you answered “No” or “N/A” for any episode in Question No. 13, proceed to the “Waiver Defense” section on page 34.

Waiver Defense

The defendants contend that BGP waived its right to copyright protection in BGP's copyrighted episodes, and, therefore, the defendants could not have committed any copyright infringement. Copyright protection may be waived by inaction or as the result of a particular act, even if waiver was not the intended result. However, entities can provide free access to materials on the internet and still retain enforcement of their copyrights. In order to prove that BGP waived its right to enforce its copyrights, the defendants must demonstrate that BGP knowingly allowed its copyrighted episodes to be placed in the public domain without reserving its copyright in the episodes and without intending to enforce its copyrights against infringers.

QUESTION NO. 14:

Do you find that BGP waived its right to enforce its copyrights, in the episodes involved in this case, against the defendants by knowingly allowing its copyrighted episodes to be placed in the public domain without reserving its copyright in the episodes and without intending to enforce its copyrights against infringers?

INSTRUCTION: Answer "Yes" or "No" for each episode. Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO
Cheaters Uncensored CH001: <i>Naked Mayhem</i>		✓
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>		✓
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>		✓
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>		✓
Cheaters Uncensored CH005: <i>Naked Tattoos</i>		✓
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>		✓
Cheaters Uncensored CH007: <i>Sexy Serenades</i>		✓
Cheaters Uncensored CH008: <i>Sex on Call</i>		✓
Cheaters Uncensored CH009: <i>Deplorable Desires</i>		✓
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>		✓
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>		✓
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>		✓
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>		✓
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>		✓
Cheaters Uncensored CH0015: <i>Bad Medicine</i>		✓

Cheaters Uncensored Episode	YES	NO
Cheaters Uncensored CH0016: <i>Love for Sale</i>		✓
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>		✓
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>		✓
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>		✓
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>		✓
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>		✓
Cheaters Uncensored CH0022: <i>Down and Dirty</i>		✓
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>		✓
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>		✓
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>		✓
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>		✓

If you answered “Yes” for all episodes in Question No. 14, do not proceed to any additional questions. Instead, proceed to page 49 (last page) and have the foreperson sign at the bottom of the page. After the foreperson signs, you have completed the verdict form and need not answer any additional questions.

If you answered “No” for any episode in Question No. 14, proceed to the “Statutory Damages” section on page 37.

Statutory Damages

Because the parties have agreed that BGP has established that ATVD committed direct copyright infringement, you will consider the question of damages, unless you find that the defendants have proved one or more of their affirmative defenses. If the defendants have proved that they were legally allowed to post portions of the copyrighted episodes on YouTube and Dailymotion, because BGP granted the defendants an express or implied license or BGP waived its right to enforce its copyrights in the episodes, you will not consider the question of damages. If you find that BGP has proved, along with ATVD's direct copyright infringement, that Habeeb has committed vicarious copyright infringement, and that the defendants have not proved a valid defense, then you must determine whether BGP has proved damages.

BGP seeks a statutory damage award. "Statutory damages" are damages that are established by Congress in the Copyright Act. The purpose of statutory damages are to compensate the copyright owner, penalize the infringer, and deter future copyright law violations. If you award BGP any statutory damages, you should consider, if proven, the totality of both ATVD's and Habeeb's direct and vicarious copyright infringement and determine how much to award to BGP.

The amount awarded must be between \$750 and \$30,000 for each copyrighted episode that you found to be infringed, unless one of the exceptions described below applies. To determine the appropriate amount to award, you can consider the

following factors:

- the profits that the defendants earned because of the infringement;
- the revenues that BGP lost because of the infringement;
- the difficulty of proving BGP's actual damages;
- the circumstances of the infringement;
- whether the defendants intentionally infringed BGP's copyright; and
- deterrence of future infringement.

If BGP proves that the defendants willfully infringed any of its copyrights, you may – but are not required to – increase the statutory damage award to a sum as high as \$150,000 per copyrighted episode. Infringement is “willful” if BGP proves that the defendants knew that their actions constituted infringement of BGP's copyright(s) or that the defendants recklessly disregarded the possibility that their actions infringed BGP's copyright(s).

If you find that the defendants committed copyright infringement, you must award BGP not less than \$750 for each copyrighted episode that the defendants have infringed. There is an exception, however, to the \$750 minimum statutory damages you must award, if you find that the defendants' infringement was “innocent infringement.” If the defendants prove that they innocently infringed any of BGP's copyrights, you may – but are not required to – reduce the statutory damage award to

a sum as low as \$200 per copyrighted episode. Infringement is “innocent” if the defendants prove that they did not know, and had no reason to know, that their acts constituted infringement.

You cannot find that the defendants were “innocent infringers” if a notice of copyright appeared in the correct form and position on the published copies of BGP’s copyrighted episodes to which the defendants had access. A notice is in correct form if it includes the symbol © (the letter C in a circle)/the word “Copyright,” the name of the copyright owner/an abbreviation by which the copyright owner’s name can be recognized/a generally known designation of the copyright’s owner, and the year of first publication of the episode. A notice is in the correct position if it appears in a manner and location that gives reasonable notice of the claim of copyright.

QUESTION NO. 15:

Do you find that the defendants' direct or vicarious infringement was "innocent?"

INSTRUCTION: Answer "Yes" or "No" for each episode only if you found that the defendants committed direct or vicarious copyright infringement and that no defenses apply. Otherwise, answer "N/A." Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH001: <i>Naked Mayhem</i>		✓	
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>		✓	
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>		✓	
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>		✓	
Cheaters Uncensored CH005: <i>Naked Tattoos</i>		✓	
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>		✓	
Cheaters Uncensored CH007: <i>Sexy Serenades</i>		✓	
Cheaters Uncensored CH008: <i>Sex on Call</i>		✓	
Cheaters Uncensored CH009: <i>Deplorable Desires</i>		✓	
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>		✓	
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>		✓	
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>		✓	
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>		✓	
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>		✓	
Cheaters Uncensored CH0015: <i>Bad Medicine</i>		✓	
Cheaters Uncensored CH0016: <i>Love for Sale</i>		✓	
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>		✓	

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>		✓	
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>		✓	
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>		✓	
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>		✓	
Cheaters Uncensored CH0022: <i>Down and Dirty</i>		✓	
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>		✓	
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>		✓	
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>		✓	
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>		✓	

If you answered "Yes" for any episode in Question No. 15, proceed to Question No. 16 on page 42. If you answered "No" or "N/A" for all episodes in Question No. 15, proceed to Question No. 17 on page 44.

QUESTION NO. 16:

If your answer to Question No. 15 was “Yes” for an episode, what amount of statutory damages do you award between \$200 and \$30,000?

INSTRUCTION: Provide an amount for an episode only if you answered “Yes” for the same episode in Question No. 15. Otherwise, mark “N/A.” Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	AMOUNT
Cheaters Uncensored CH001: <i>Naked Mayhem</i>	\$
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>	\$
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>	\$
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>	\$
Cheaters Uncensored CH005: <i>Naked Tattoos</i>	\$
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>	\$
Cheaters Uncensored CH007: <i>Sexy Serenades</i>	\$
Cheaters Uncensored CH008: <i>Sex on Call</i>	\$
Cheaters Uncensored CH009: <i>Deplorable Desires</i>	\$
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>	\$
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>	\$
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>	\$
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>	\$
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>	\$
Cheaters Uncensored CH0015: <i>Bad Medicine</i>	\$
Cheaters Uncensored CH0016: <i>Love for Sale</i>	\$
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>	\$

Cheaters Uncensored Episode	AMOUNT
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>	\$
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>	\$
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>	\$
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>	\$
Cheaters Uncensored CH0022: <i>Down and Dirty</i>	\$
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>	\$
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>	\$
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>	\$
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>	\$
TOTAL	\$

If you calculated damages for all episodes in Question No. 16, proceed to page 49 (last page) and have the foreperson sign at the bottom of the page. After the foreperson signs, you have completed the verdict form and need not answer any additional questions.

If there is an episode that you did not assign damages to in Question No. 16, proceed to Question No. 17 on page 44.

QUESTION NO. 17:

Do you find that the defendants' direct or vicarious infringement was willful?

INSTRUCTION: Answer "Yes" or "No" for an episode only if you answered "No" for the same episode in Question No. 15. Otherwise, answer "N/A." Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH001: <i>Naked Mayhem</i>		✓	
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>		✓	
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>		✓	
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>		✓	
Cheaters Uncensored CH005: <i>Naked Tattoos</i>		✓	
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>		✓	
Cheaters Uncensored CH007: <i>Sexy Serenades</i>		✓	
Cheaters Uncensored CH008: <i>Sex on Call</i>		✓	
Cheaters Uncensored CH009: <i>Deplorable Desires</i>		✓	
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>		✓	
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>		✓	
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>		✓	
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>		✓	
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>		✓	
Cheaters Uncensored CH0015: <i>Bad Medicine</i>		✓	
Cheaters Uncensored CH0016: <i>Love for Sale</i>		✓	

Cheaters Uncensored Episode	YES	NO	N/A
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>		✓	
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>		✓	
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>		✓	
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>		✓	
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>		✓	
Cheaters Uncensored CH0022: <i>Down and Dirty</i>		✓	
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>		✓	
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>		✓	
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>		✓	
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>		✓	

If you answered "Yes" for any episode in Question No. 17, then proceed to Question No. 18 on page 46. If you answered "No" or "N/A" for all episodes in Question No. 17, then proceed to Question No. 19 on page 48.

QUESTION NO. 18:

If your answer to Question No. 17 was “Yes” for an episode, then you must award statutory damages between \$750 and \$150,000 per episode.

INSTRUCTION: Provide an amount for an episode only if you answered “Yes” for the same episode in Question No. 17. Otherwise, answer “N/A.” Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	AMOUNT
Cheaters Uncensored CH001: <i>Naked Mayhem</i>	\$
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>	\$
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>	\$
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>	\$
Cheaters Uncensored CH005: <i>Naked Tattoos</i>	\$
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>	\$
Cheaters Uncensored CH007: <i>Sexy Serenades</i>	\$
Cheaters Uncensored CH008: <i>Sex on Call</i>	\$
Cheaters Uncensored CH009: <i>Deplorable Desires</i>	\$
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>	\$
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>	\$
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>	\$
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>	\$
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>	\$
Cheaters Uncensored CH0015: <i>Bad Medicine</i>	\$
Cheaters Uncensored CH0016: <i>Love for Sale</i>	\$
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>	\$

Cheaters Uncensored Episode	AMOUNT
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>	\$
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>	\$
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>	\$
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>	\$
Cheaters Uncensored CH0022: <i>Down and Dirty</i>	\$
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>	\$
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>	\$
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>	\$
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>	\$
TOTAL	\$

If in answering both Question Nos. 16 and 18 you have assigned damages for all the episodes, proceed to page 49 (last page) and have the foreperson sign at the bottom of the page. After the foreperson signs, you have completed the verdict form and need not answer any additional questions.

If in answering both Question Nos. 16 and 18 there is an episode that you have not assigned damages to, proceed to Question No. 19 on page 48.

QUESTION NO. 19:

If your answer for both Question Nos. 15 and 17 was “No” for an episode, then you must award statutory damages between \$750 and \$30,000 per episode.

INSTRUCTION: Provide an amount for an episode only if you answered “No” for the same episode in both Question Nos. 15 and 17. Otherwise, answer “N/A.” Provide an answer for CH001-CH026 below.

Cheaters Uncensored Episode	AMOUNT
Cheaters Uncensored CH001: <i>Naked Mayhem</i>	\$ 15,000
Cheaters Uncensored CH002: <i>Case Jones Frisky Affair</i>	\$ 15,000
Cheaters Uncensored CH003: <i>Naked Rendezvous</i>	\$ 15,000
Cheaters Uncensored CH004: <i>Ladies, Leather, and Lace</i>	\$ 15,000
Cheaters Uncensored CH005: <i>Naked Tattoos</i>	\$ 15,000
Cheaters Uncensored CH006: <i>Sex, Drugs & Lies</i>	\$ 15,000
Cheaters Uncensored CH007: <i>Sexy Serenades</i>	\$ 15,000
Cheaters Uncensored CH008: <i>Sex on Call</i>	\$ 15,000
Cheaters Uncensored CH009: <i>Deplorable Desires</i>	\$ 15,000
Cheaters Uncensored CH0010: <i>Busted, Nude, and Naughty</i>	\$ 15,000
Cheaters Uncensored CH0011: <i>Red, Hot, and Naked</i>	\$ 15,000
Cheaters Uncensored CH0012: <i>Knock Down Affair</i>	\$ 15,000
Cheaters Uncensored CH0013: <i>Dirty Naked Habits</i>	\$ 15,000
Cheaters Uncensored CH0014: <i>Sinful Sex Triangle</i>	\$ 15,000
Cheaters Uncensored CH0015: <i>Bad Medicine</i>	\$ 15,000
Cheaters Uncensored CH0016: <i>Love for Sale</i>	\$ 15,000

Cheaters Uncensored Episode	AMOUNT
Cheaters Uncensored CH0017: <i>Big, Bad, and Busted</i>	\$ 15,000
Cheaters Uncensored CH0018: <i>Trashy Love Affair</i>	\$ 15,000
Cheaters Uncensored CH0019: <i>Mixed Up Mischief</i>	\$ 15,000
Cheaters Uncensored CH0020: <i>Hard Rock Threesome</i>	\$ 15,000
Cheaters Uncensored CH0021: <i>Switch Hitting Secrets</i>	\$ 15,000
Cheaters Uncensored CH0022: <i>Down and Dirty</i>	\$ 15,000
Cheaters Uncensored CH0023: <i>Freeloading Sex Scandal</i>	\$ 15,000
Cheaters Uncensored CH0024: <i>Triple-Ex Betrayal</i>	\$ 15,000
Cheaters Uncensored CH0025: <i>Freaky Friendly Affair</i>	\$ 15,000
Cheaters Uncensored CH0026: <i>Promiscuous Mom</i>	\$ 15,000
TOTAL	\$ 390,000

Date:

10-27-2022

 FOREPERSON